September 9, 2007

Azewen-Jik Kante
289 Clifton Place, Suite 2
Brooklyn, NY 11216
(718) 857-0061

In The United States Court
For The District of Portland Oregon

CV '07 - 1407 KI

Azewen-Jik Kante, Plaintiff
V.
NIKE INC., Defendant

Mrs. Loretta Spencer
Mrs. Merrel Spencer
Mr. Osei Yaw-Boye
Ms. Awenlue Kante
Mrs. Muna Kante
Mrs. Sheryl Nickerson
Mrs. Marie E. Smith
Mr. Bill Berner, General Counsel
Mr. Lozano
Mr. Sergio G. Gignell.
Mr. Tony A. of NIKE

1. I file a civil complaint today against Nike Incorporated for a breach of contract implied in law. In 1991/1992 I submitted ten (10) drawings of a shoe I designed to Nike Inc. for their consideration. The idea was to incorporate **heal-springs** in running and basketball shoes. This would make it easier for athletes to achieve leverage. I believe Nike used my drawings to create the shoe they now term 'Nike Shox'.

2. Nike Inc. later indicated they were foregoing the opportunity to use my proprietary drawings and so I asked them to return the drawings but they returned only three (3) photo copies of the drawings. I want Nike Inc to return all ten original drawings I mailed to them. They have refused to do so.

3. Nike Inc used or copied the exact drawings of the shoe I provided; they used the exact explanation of the designed shoe; and they used the commercial pitch I had put on the drawings I mailed to them. They did not recognize my artistic talent and they did not compensate my effort.

4. I therefore beg the court to require Nike Inc to not only recognize my talent and effort but to pay for my creative work, pain and suffering in the amount of fifty billion dollars ($50 billion). Nike Inc has grossed over $90 billion as a direct result of my drawings and design.

5. I ask the Court to toll the issues of statute of limitation for this claim based on equity and to require Nike Inc to show a benefit concerned, awareness by Nike Inc that a benefit was conferred and that it would be unjust to allow them (Nike) to retain the benefit without paying for it.

Thank you.

Azewen-Jik Kante

Date: 9/9/07 Signature: [signature]

October 18, 1991

Mr. Azewen-Jik Kante
3938 NE Sumner
Portland, OR 97211

Dear Mr. Kante:

This letter is pursuant to your recent telephone call to NIKE.

Before we can consider your idea, we must follow our usual procedure whereby we ask both parties to sign a non-confidentiality agreement, duplicate originals of which are enclosed. This document is the standard form we use in all instances where we discuss new ideas with persons who are not NIKE employees.

Would you please date and sign both originals of the agreement, and return one original to me; the duplicate is for your files. If you will enclose any written or printed materials concerning your idea along with the fully-executed agreement, our New Products group will review them, and we will again be in contact with you.

Thank you for your interest in NIKE and your willingness to discuss with us your thoughts on the improvement of our products.

Very truly yours,

Marie E. Smith

/mes
Enc.

NIKE, Inc.
One Bowerman Drive
Beaverton, OR 97005-6453
Telephone: (503) 671-6453
Fax: (503) 671-6300

July 7, 1992

Ms. Azewen Kante
3938 NE Sumner
Portland, OR 97211

Dear Ms. Kante:

This letter is pursuant to your recent telephone call to NIKE.

Before we can consider your idea, we must follow our usual procedure whereby we ask both parties to sign a non-confidentiality agreement, duplicate originals of which are enclosed. This document is the standard form we use in all instances where we discuss new ideas with persons who are not NIKE employees.

Would you please date and sign both originals of the agreement, and return one original to me; the duplicate is for your files. If you will enclose any written or printed materials concerning your idea along with the fully-executed agreement, our New Products group will review them, and we will again be in contact with you.

Thank you for your interest in NIKE and your willingness to discuss with us your thoughts on the improvement of our products.

Very truly yours,

Marie E. Smith

/mes
Enc.

July 19, 92

Dear Marie Smith

Hello, it's me Azewen. I have enclose these various items in this letter:

I have enclosed: my drawing and, I have also enclosed the signed letter you sent.

Thank you

Sincerely,

Azewen[illegible] Kane

[illegible signature]

August 5, 1992

Ms. Azewen Kante
3938 NE Sumner
Portland, OR 97211

Dear Ms. Kante:

Thank you for submitting your idea to NIKE for review. After reviewing the idea and your proposal, we have decided to forego the opportunity at this time. We are, therefore, returning your materials with this letter.

Your idea is an interesting one, and we wish you much success in your venture. Again, thank you for thinking of NIKE.

Very truly yours,

Marie E. Smith

/mes
Enc.

NIKE, Inc.
One Bowerman Drive
Beaverton, OR 97005-6453
Telephone: (503) 671-6453
Fax: (503) 671-6300

TO PERSONS INTERESTED IN
SUBMITTING IDEAS TO NIKE, INC.

NIKE is interested in all progress and improvements in the fields in which it operates. In order to implement this policy, we maintain an extensive research and development program and employ a large number of scientists and technical people.

Frequently, persons outside our organization approach us stating they have new ideas which they believe would be valuable for use in some phase of our business. Often it is requested, either directly or by implication, that an idea be received by us in confidence and that we either pay for it or not use the idea or anything similar to it.

While at first these proposals for confidential consideration may seem reasonable, experience has shown they are not practical and often result in misunderstandings and even litigation. It will be appreciated that the idea may have been known to us previously or may even then be under investigation or testing by our research people, or the idea may have been disclosed in prior publications or be in use by other manufacturers. Also, opinions may differ as to whether the idea is the same as, or similar to, methods, apparatus or products which were previously available to us and which we may make use of in subsequent operations. Therefore, we feel that we cannot, for the purpose of investigating an idea, undertake any obligation which will in any way limit our use of information otherwise available.

We believe that the patent laws provide the best means for fairly and adequately protecting the interests of all concerned, and we urge all persons who wish to submit ideas for our consideration to obtain or at least to apply for a patent on their inventions whenever this is possible.

For these reasons, NIKE will consider your suggestions and ideas only under the following conditions:

1. That the idea is fully disclosed in writing so that all pertinent information known to the person submitting the idea is contained in the written disclosure.

2. That the disclosure of the idea is not made in confidence or on the basis of any confidential relationship.

3. That the rights of the person submitting the idea shall be only those given him under the patent laws and under any written contract which may later be signed by him and an officer of NIKE and that, except for such rights, NIKE shall have no obligation whatever with regard to the idea or suggestion disclosed to it.

If you wish to submit an idea for consideration by NIKE under the above conditions, will you please sign a copy of this form and send it to us, together with a written disclosure of the idea. This agreement has been prepared for NIKE's benefit and protection. If you want advice on how this agreement affects your rights to your idea or otherwise, we recommend that you consult a lawyer before you sign it.

NIKE appreciates the opportunity to review ideas under the above conditions. If we should have an interest in incorporating your idea into our products, we would welcome the opportunity to discuss our intention with you.

NIKE, INC.

By: Paul J. Kelly
Paul J. Kelly, Jr

ACCEPTED:

Name and Address (Type or Print)

Miss Azwen Kante II,
3938 N.E. Sumner ST.
Portland, OR 97211

Miss Azwen Kante II.
Signature

Date: July 9 92

September 17, 2003

Ms. Azewen-Jik Kante
469 Clinton Avenue #6
Brooklyn, NY 11238

Dear Ms. Kante:

It was a pleasure to speak with you this morning. Pursuant to your request, I have enclosed copies of communications between you and NIKE in the 1991-1992 time period, the non-confidentiality agreement, and three drawings you sent to NIKE along with the agreement.

Sincerely,

Bill Berner
Assistant General Counsel
Nike, Inc.

BB/jer
Enclosures

NIKE, INC. ONE BOWERMAN DRIVE BEAVERTON, OREGON 97005.6453 T: 503.671.6453 F: 503.646.6926 NIKE.COM

9/17/03

Mr. Bill Burner called me at 11am. We spoke about my shoe and the pictures that were not sent with the letter dated 8/5/92. Mr. Burner informed me that they did use my photo and then he hung up. He called back and I asked him that "according to the 8/5/92 letter Nike would return my materials, but never did, if they did not use my idea, why did they keep it so long?" He said he did not know, and the file only has 3 photos of my drawings. I told him that I submitted 10, not 3, and to resend me the originals. Mr. Burner said that he would resend the photos, and we confirmed my mailing address, and then we hung up. I finished talking to him at 12:45pm on 9/17/03

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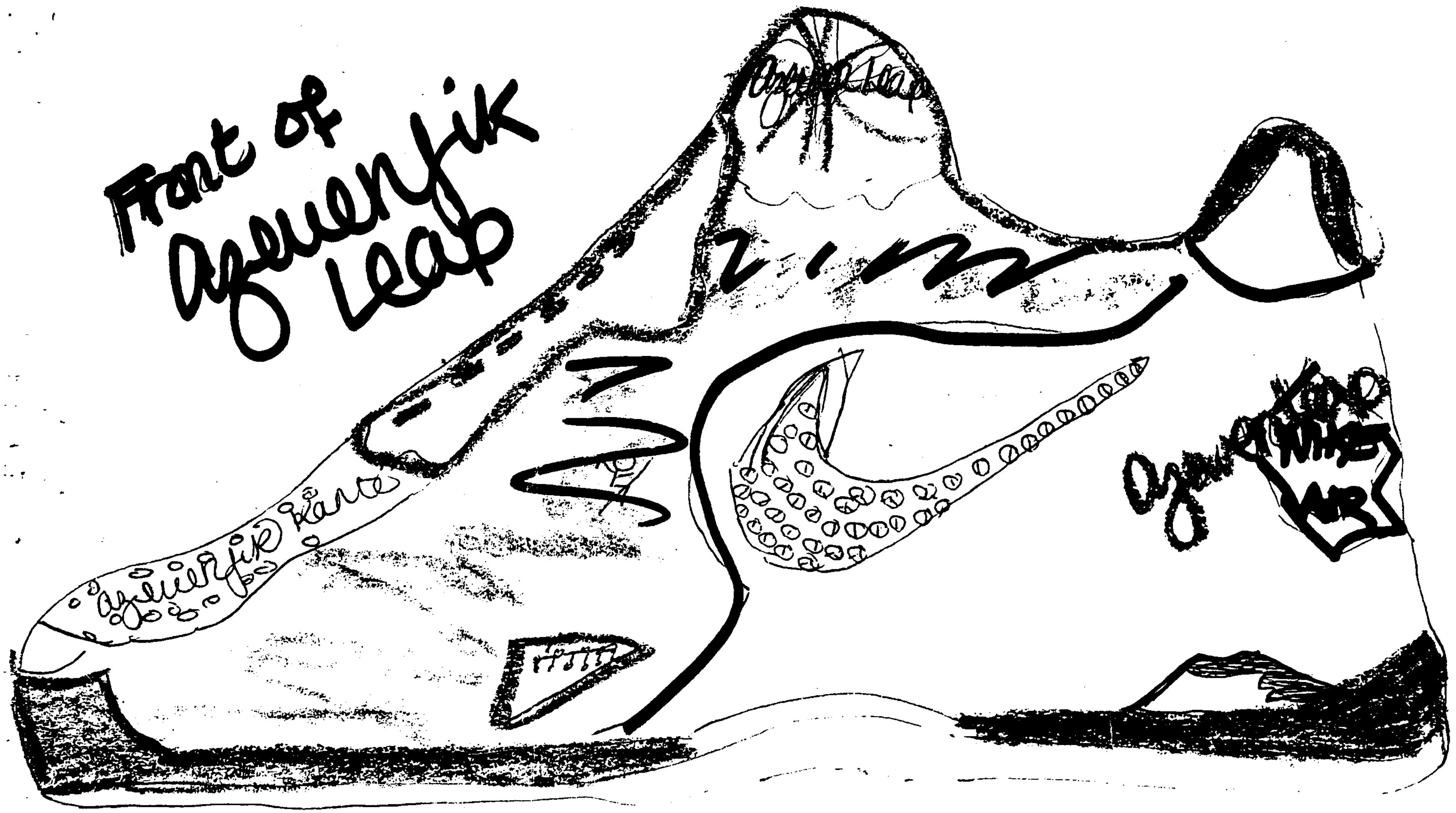
Front of
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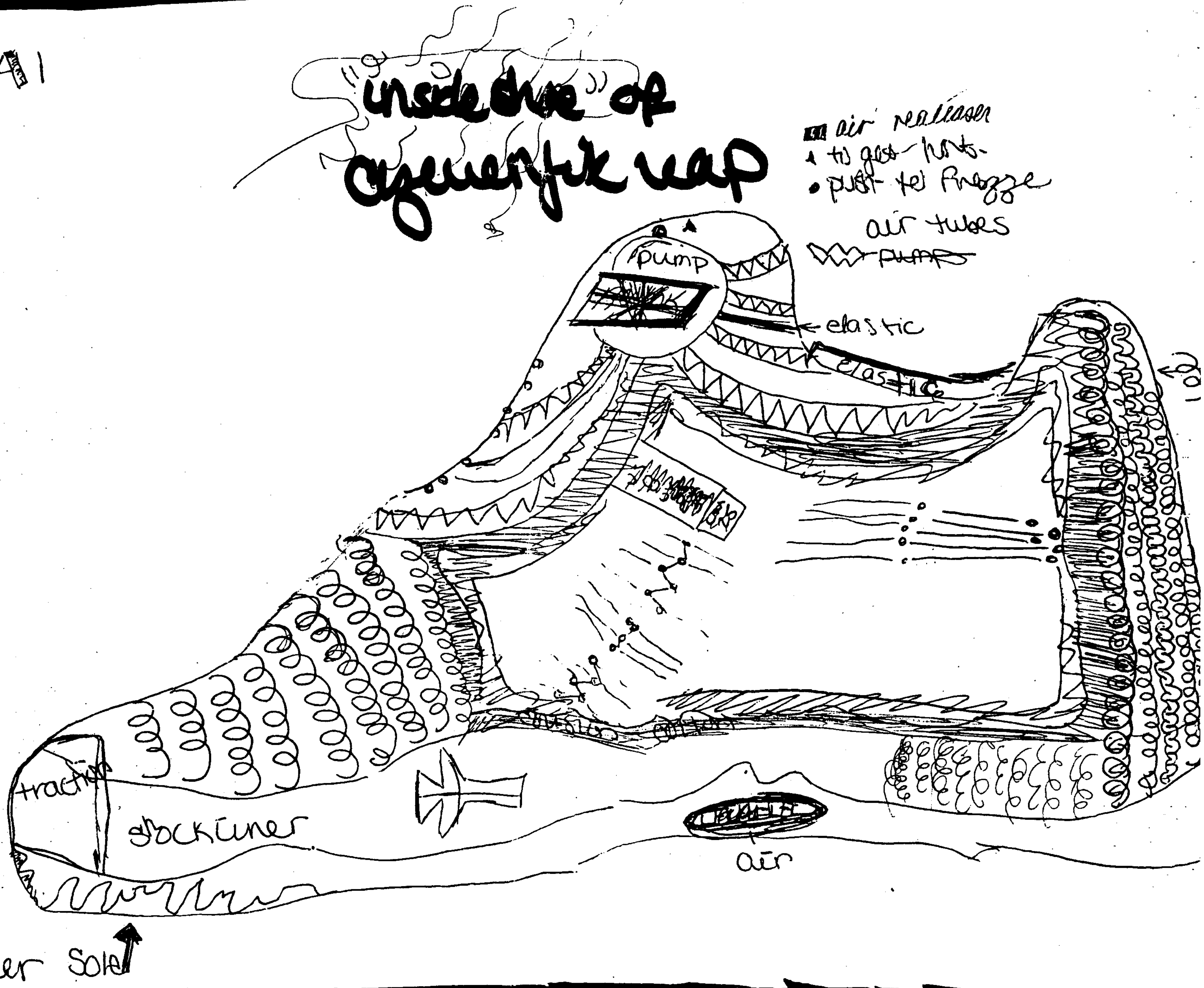
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Nike Shox

From Wikipedia, the free encyclopedia

A pair of Nike Shox **Precision** for women

Shox is technology developed by Nike, Inc. and incorporated into several of their flagship athletic shoes. Shox are small columns that make up the midsole of the shoe. They are mostly made of rubber. There are many different formations that Shox come in, but they usually come with four circular columns in a square formation for maximum cushioning. There can also be five or six Shox that vary in height, and triangular and rectangular Shox provide better stability. Some shoes have midsoles made entirely of Shox, like the TL series.

The first shoes to use the Shox technology were introduced in late 2000, the R4 runner, the BB4 basketball shoe, and the XT4 cross-training shoe.

Nike claims that Shox not only absorb impact from heel strike while running; they also "spring back" and add more power to a runner's stride.

Athletes that have had signature shoes with Shox technology include Vince Carter and Jermaine O'Neal. Some Nike's best selling shoes include Shox, like the Shox NZ and Shox Turbo, which still release in different colors. These shoes can be found for customization on NikeID, Nike's online shoe customizing site. There are numerous options like different colors and materials for the Shox, along with custom tags on them.

On February 17 2006, BBC News reports that Nike has filed a patent infringement suit against rival Adidas, claiming that a range of their trainers replicate its technology.[1] (http://news.bbc.co.uk/2/hi/business/4722666.stm)

Nike, Inc.

Corporate Directors: John G. Connors | Jill Conway | Alan Graf | Douglas Houser | Jeanne Jackson | Phil Knight | Orin Smith | John Thompson

Assets & Products: Air Jordan | Bauer | Cole Haan | Converse | Exeter Brands Group | Hurley International | Nike Air Max | Nike Free | Nike Golf | Swoosh | Team Starter

Annual Revenue: $13.7 billion USD (▲12% FY 2004) | **Employees**: 26,500 | **Stock Symbol**: NYSE: NKE (http://www.nyse.com/about/listed/lcddata.html?ticker=NKE) | **Website**: www.nike.com (http://www.nike.com/)

Retrieved from "http://en.wikipedia.org/wiki/Nike_Shox"

Categories: Fashion stubs | Fashion | Nike brands

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